

1 HONORABLE TIFFANY M. CARTWRIGHT
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7 UNITED STATES DISTRICT COURT
8 FOR THE WESTERN DISTRICT OF WASHINGTON
9 AT TACOMA

10 JUSTIN FRANKS,

11 Plaintiff,

12 v.

13 THE NIELSEN COMPANY (US), LLC;
14 GRACENOTE, INC.; JOHN DOES 1-10,

15 Defendants.

16 No. 3:23-CV-06150

17 **DECLARATION OF JUSTIN
18 FRANKS IN SUPPORT OF
19 PLAINTIFF'S BRIEF IN
20 OPPOSITION TO DEFENDANTS'
21 MOTION TO COMPEL,
22 ARBITRATION, OR IN THE
23 ALTERNATIVE, MOTION TO
24 DISMISS**

25 Note on Motion Calendar: July 19, 2024

26 I, Justin Franks, hereby make this declaration in opposition to Defendants The Nielsen
Company (US), LLC's and Gracenote, Inc.'s Motion to Compel Arbitration, and In the
Alternative, Motion to Dismiss, and state as follows:

27 1. I have personal knowledge of the facts stated in this declaration and, if called
28 upon to do so, could and would testify competently thereto, except where I make a statement
29 on information and belief, in which case I am informed and believe the statement to be true.

30 2. In 2015, I received and accepted an offer of employment at Gracenote, Inc.

31 3. On or about October 12, 2015, I arrived at Gracenote for my first day of
32 employment.

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38 **STOWELL & FRIEDMAN, LTD.**
39 303 West Madison Street, Suite 2600
40 Chicago, Illinois 60606
41 (312) 431-0888

1 4. That day, I was asked to attend a Human Resources (“HR”) onboarding session.

2 5. At the end of the onboarding session, an HR associate asked me to sign a

3 variety of documents, including documents within and related to the Employee Handbook.

4 6. At no time did the HR associate explain that I was waiving my rights to bring
5 discrimination or retaliation claims in court.

6 7. I signed an acknowledgement that I received the Employee Handbook, which
7 indicates that the “policies contained in the Handbook are not intended to create any
8 contractual rights or obligations.”

9 10. Based on this language, I did not understand that any portion of the Employee
11 Handbook would be legally binding and therefore did not understand that signing any other
12 portions of the Employee Handbook could waive my right to present statutory discrimination
13 and retaliation claims to court.

14 15. I would not knowingly waive rights afforded to me in the Constitution unless it
16 was under duress, coercion, or similar.

17 16. To the contrary, when I learned that Defendants were asserting that I had signed
18 an agreement to arbitrate employment discrimination and retaliation claims, I was stunned and
19 had no recollection of any such agreement.

20 21. I therefore requested that my attorneys physically examine the documents.

22 23. I received a copy of those documents, including the Acknowledgement of
24 Receipt. I recognized my signature on that document and recognized it as the
acknowledgement I signed during my onboarding.

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1 13. Even today as I read these documents, I do not understand the Employee
2 Handbook or the policies within it, including the arbitration policy, to create a contract. I
3 understand the language in the acknowledgement I signed to say the opposite.

4 14. A true and correct copy of the signed Acknowledgement of Receipt is attached
5 as Exhibit A.

7 I declare under the penalty of perjury under the laws of Washington and the United States
8 that the forgoing is true and correct, and that this declaration was executed on June 28, 2024 in
9 South Bend, Washington.

11 DocuSigned by:
12 
13 418C75CC7DF24FD...
14 Justin Franks

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